

THIS SNOW REMOVAL CONTRACT (“Agreement”), is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (“Owner”), and **ProCare Home and Pet Services, LLC**, a bonded and insured company (“Contractor”).

OWNER’S NAME: \_\_\_\_\_  
 OWNER’S ADDRESS \_\_\_\_\_  
 CONTRACTOR’S CONTACT NAME: Eric Savage  
 CONTRACTOR’S ADDRESS: 2910 North Powers Boulevard, Suite 435, Colorado Springs, CO 80922  
 CONTRACTOR’S PHONE #: 719-233-9083  
 CONTRACTOR’S FAX # 719-572-1362  
 CONTRACTOR’S E-MAIL: eric.savage@procarehelps.com  
 COMMENCEMENT DATE: \_\_\_\_\_  
 PERFORM REMOVAL @ SPECIFIC TIME OF DAY  NO  YES, TIME: \_\_\_\_\_  
 TERMINATION DATE : \_\_\_\_\_

1. Scope of Services. Contractor shall perform these services for Owner, (the “Services”): Shovel, sweep, and/or plow all sidewalks, driveways and walkways at a specific time of day or upon the start of snow or ice accumulation as chosen by the Owner. Plow and/or shovel sidewalks and paved courtyards once two (2) inches of snow or ice accumulate. Snow removal shall be pursuant to the Snow Removal Guidelines attached as Exhibit A. Contractor’s unit price agreed upon by Owner: \_\_\_\_\_.
2. Term. The term of this Agreement starts on the Commencement Date set forth above and, unless sooner terminated, ends on the Termination Date set forth above. Owner shall have the right, in its sole discretion, to terminate this Agreement on five (5) days’ prior written notice to Contractor, and Contractor shall be paid for its Services to the effective date of termination. If the Property is sold or conveyed to a new owner, Owner may either assign this Agreement or terminate it without any penalty, fee, cost or payment.
3. Payment. Payment shall be made to Contractor in advance, upon arrival at job location or upon completion of Services. Payment may be made in the form of cash, check or through PayPal.
4. Performance. Contractor shall perform all Services diligently and in a good, professional and first class manner, using good quality materials, equipment and workmanship and sufficient trained personnel (including supervisors when appropriate) to complete the Services in a safe and timely manner. Contractor shall obtain and maintain, at its expense and at all times during the term of this Agreement, all necessary licenses, permits, training or other authorizations which may be necessary to perform the Services.
5. Independent Contractor. Contractor shall be an independent contractor, and all persons working under the direction of Contractor shall be employees of Contractor and not of Owner. Contractor,

and not Owner, shall be liable for the payment of their wages, benefits and all taxes with respect thereto, and Contractor shall comply with all applicable federal, state and local laws, regulations, codes, rules and ordinances with respect to (a) the hiring, employment, compensation, health and safety of employees and (b) the environment. Contractor agrees that Owner shall not be liable for any loss of or damage to Contractor's materials or equipment located on the Property.

6. Insurance. Throughout the term of this Agreement, Contractor shall maintain insurance in accordance with the requirements set forth separately on Exhibit B attached hereto (for convenient delivery to Contractor's insurance agent).
7. Indemnification. Contractor assumes the entire responsibility and liability for, and agrees to pay, indemnify, defend and hold harmless the Owner from and against any loss, expense, liability, damage or cost (including, without limitation, judgments, attorneys' fees and costs, court costs and the cost of appellate proceedings) which any of the Indemnified Parties incur because of injury to or death of any person or on account of damage to property (including, but not limited to, damage to buildings, curbs, sidewalks, light poles, signs, landscaping, and paving of the Property or equipment used in connection therewith), including the loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of, or the failure to perform, the Services by Contractor, its agents, employees, subcontractors or any one for whose acts Contractor may be liable with respect to the Services. Contractor, for itself and its agents, employees and subcontractors, and any party claiming through any of them, also waives all right of recovery, claim, action or cause of action against the Indemnified Parties for any matters described in the preceding sentence. This indemnity shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by contract or by any federal or state law.
8. Default and Remedies. If Contractor fails to perform the Services as required by this Agreement or otherwise defaults under this Agreement, the Owner, may, in its sole discretion and in addition to any other rights at law or in equity, (1) send notice of the default to Contractor and demand strict performance of the terms of this Agreement; (2) cancel this Agreement by notice to Contractor; or (3) cure the default, without notice to Contractor, and deduct the cost to cure and any direct and consequential damages from any payment due to Contractor at the time of default or coming due thereafter; provided, if no further payments are due to Contractor, then Contractor shall, immediately on presentation of Owner's invoice, reimburse Owner for the cost of curing Contractor's default and such direct or consequential damages.
9. Exculpation of Owner. Contractor agrees to look solely to Owner's interest in the Property for such payment and performance and further agrees that no manager, director, member, partner, shareholder, officer, trustee, employee or agent of Owner shall be liable to Contractor beyond such interest.
10. Notices. Any notice by Contractor to Owner shall be sent or delivered in writing to Owner at the address first set forth above, and any notice by Owner to Contractor shall be sent or delivered in writing to Contractor by fax to the "Fax #" set forth above or by overnight courier service or certified mail, return receipt requested, to the "Contractor's Address" set forth above.

11. Time is of the Essence. All time limits in this Agreement and any exhibits hereto are of the essence of this Agreement.
12. Miscellaneous. No failure of Owner to enforce the terms of this Agreement shall constitute a waiver by Owner of any contractual right under this Agreement. This Agreement may only be modified by a writing signed by Owner and Contractor. The rights and duties arising under this Agreement shall be governed by the law of the state in which the Property is located. Any action against Contractor shall be brought in the state courts of the jurisdiction where the Property is located, but any action against Owner shall be brought in the Circuit Court of the City of Colorado Springs, Colorado. If any action is brought to enforce this Agreement, the prevailing party may recover from the other party its reasonable attorneys' fees and costs in connection with such action.

**CONTRACTOR:**

**OWNER:**

**ProCare Home and Pet Services, LLC**

\_\_\_\_\_  
(print Contractor's name)

\_\_\_\_\_  
(print Owner's name)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBITS ATTACHED:**

- Exhibit A: Snow Removal Guidelines  
Exhibit B: Insurance Requirements

**EXHIBIT A**

**SNOW REMOVAL GUIDELINES**

1. Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described here under which include clearing all sidewalks, driveways and walkways.
2. Contractor will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
3. Contractor will begin Services at the Property either:
  - a) at a specific time of day chosen by the owner, or
  - b) as soon as the snow or ice reaches a depth of 2 inches, regardless of the time of day or night or the day of the week.
4. All work shall be completed in a workmanlike manner consistent with customary industry practices, for the amount agreed upon by both the Owner and the Contractor.
5. For snowfalls of 2”-6” depth, all snow shall be plowed and/or shoveled away from the buildings and pushed to the farthest end of the driveway. No snow shall be piled up and stacked around light posts, or onto islands or landscaping.
7. For snowfalls of more than 6” depth, all snow shall be plowed and/or shoveled away from the buildings. Contractor will relocate snow that has accumulated during the Term, if such accumulation begins to impair access to the Property entrance.
8. All fire hydrants must be kept free from snow and easily accessible in case of emergencies.
9. Contractor shall be responsible for damage to the Property caused by snow removal operations including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, or landscaping of the Property or equipment used in connection therewith.

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

During the term of this Snow Removal Contract, Contractor shall comply with the insurance provisions set forth below. The insurance specified below shall be maintained by Contractor, at its expense. The insurance is as follows:

- a. Employer's liability in an amount not less than \$1,000,000.00;
- b. Comprehensive general liability on an occurrence form for (i) bodily injury and (ii) property damage with limits of at least \$1,000,000.00 combined single limit each occurrence, including but not limited to comprehensive form, premises – operation, explosion, collapse, underground hazard, products/completed operations hazard (3 year extension beyond completion of the Services), blanket contractual coverage (including coverage for the indemnity provided under this Agreement), broad form property damage, independent vendors, personal injury (employee exclusion deleted).
- c. Comprehensive Automobile Liability, comprehensive form covering owned, hired and non-owned vehicles with limits of at least \$1,000,000.00 combined single limit each occurrence.
- d. Excess liability (umbrella) insurance with limits of at least \$2,000,000.00.

Owner shall have no liability or other obligation for any of the insurance, endorsements or other protection required hereunder, including premiums and other charges. The insurance provisions specified herein shall be applicable to any contractors retained by Contractor, and Contractor shall require that such insurance be maintained by all its contractors. All insurance maintained by Contractor shall provide for a waiver of any right of subrogation of the insurers against Owner.